

FILED
Clerk
District Court

SEP 20 2023

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDSfor the Northern Mariana Islands
By 
(Deputy Clerk)ABU YOUSUF,
Plaintiff,

Case No. 1:21-cv-00015

v.

LONGFENG CORPORATION dba NEW XO
MARKET and PARTY POKER, GUOWU LI,
and XU GUI QING, and FELOTEO V.
RANADA dba NVM ENTERPRISES, jointly
and severally,

Defendants.

**ORDER GRANTING JOINT MOTION
FOR APPROVAL OF SETTLEMENT
AGREEMENT UNDER THE FAIR
LABOR STANDARDS ACT**

Before the Court is the parties' Joint Motion for Approval of Settlement Agreement Under the Fair Labor Standards Act ("FLSA") (ECF No. 132). For the reasons stated below, the Court finds that there is a bona fide dispute among the parties regarding FLSA liability, and the proposed settlement agreements (ECF Nos. 133–134) are fair and reasonable; and therefore GRANTS the motion for the approval of the agreements.

An agreement to dismiss a FLSA claim must be approved by either the Secretary of Labor or a district court. *Kersizch v. Cnty. of Tuolumne*, 335 F. Supp. 3d 1178, 1183 (E.D. Cal. 2018). An FLSA settlement should only be approved if (1) there is a bona fide dispute regarding the existence and extent of FLSA liability, and (2) the settlement is a fair and reasonable resolution to that dispute. *Id.* at 1194. The courts must also "review the scope of any release provision in a FLSA settlement to ensure that class members are not pressured into forfeiting claims, or waiving rights, unrelated to the litigation." *Selk v. Pioneers Mem'l Healthcare Dist.*, 159 F. Supp. 3d 1164, 1178 (S.D. Cal. 2016) (citation omitted). "When a FLSA settlement provides that opt-in members will receive unpaid wages and related damages, but nothing more, a release provision should be limited to the wage and hour claims at issue." *Id.* at 1178 (citing

1 *Moren v. Regions Bank*, 729 F. Supp. 2d 1346, 1352 (M.D. Fla. 2010)). However, a broad
2 release may survive a presumption of unfairness if plaintiffs “receive independent consideration,
3 or provide specific evidence that they fully understand the breadth of the release.” *Id.*

4 The Court finds that there exists a bona fide dispute, as shown by the Court’s denial of
5 the parties’ cross-motions for summary judgment (ECF No. 122) and after assessing the totality
6 of the circumstances, concludes that the terms of the settlement agreements are fair and
7 reasonable according to the *Kerzich* and *Selk* factors. *Kerzich*, 335 F. Supp. 3d at 1184; *Selk*,
8 159 F. Supp. 3d at 1173. After also considering the scope of the release provisions, the Court
9 finds that the mutual releases of the parties are fair and reasonable.

10 FOR GOOD CAUSE SHOWN, the Court GRANTS the parties’ Joint Motion for
11 Approval of Settlement Agreement Under the Fair Labor Standards Act (ECF No. 132) and
12 APPROVES the parties’ proposed settlement agreements (ECF Nos. 133–134).
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14 **SO ORDERED** this 20th day of September, 2023.

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17 RAMONA V. MANGLONA
18 Chief Judge
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